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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

13 CATHY TARR, a Virginia Citizen; and
MICHAEL TARR, a Florida Citizen,

15 Plaintiffs.

16 | VS.

NARCONON FRESH START d/b/a
RAINBOW CANYON RETREAT,
ASSOCIATION FOR BETTER
LIVING AND EDUCATION
INTERNATIONAL; NARCONON
INTERNATIONAL.

22 Defendants.

CASE NO. 2:14-cv-00283-~~ICM~~-NJK

STIPULATED PROTECTIVE ORDER

As amended, page 8.

25 IT IS HEREBY **STIPULATED AND AGREED** by and between the
26 undersigned counsel as follows:

37 | 1.0 GENERAL INFORMATION:

28 || 1.1 Definitions - As used in this Order, the word:

1 1.1.1 “Party” or “Parties” shall include *Plaintiffs* CATHY TARR and
2 MICHAEL TARR, *Defendant* NARCONON FRESH START dba
3 RAINBOW CANYON RETREAT, *Non-Party* NARCONON
4 INTERNATIONAL, ASSOCIATION FOR BETTER LIVING
5 AND EDUCATION INTERNATIONAL, and each of
6 their/its/his/her employees, agents, representatives, and attorneys
7 (including both outside counsel and inside counsel).

8 1.1.2 “Person(s)” shall include any “Party” or non-party to this action,
9 whether an individual, corporation, partnership, company,
10 unincorporated association, governmental agency, or other business
11 or governmental agency.

12 1.1.3. “Confidential Material” shall mean any and all confidential or
13 proprietary documents, data, or information provided in response
14 to written discovery requests, subpoena, deposition testimony, or
15 otherwise produced. All Confidential Materials shall be Bates
16 stamped and marked as confidential with a watermark or legend.

17 1.1.4. “Discovering Party” shall mean the Party who has requested
18 documents designated as Confidential Material under this
19 Stipulated Protective Order or is in possession of documents
20 designated as Confidential Material.

21 1.1.5 “Producing Party” shall mean the Party who has produced
22 documents designated as Confidential Material under this
23 Stipulated Protective Order.

24 1.1.6 “Fresh Start” shall mean Narconon Fresh start dba Rainbow
25 Canyon Retreat.

26 1.1.7 “Licensing Agreement” shall mean the License Agreement dated
27 May 14, 2001, by and between Narconon International and
28 Narconon Southern California, Inc. previously disclosed and

1 identified as LICENSE-00001-9.

2 1.2 Trade Secrets and Proprietary Information:

3 Fresh Start contends that documents designated as Confidential Material
4 represent and/or reflect trade secrets or other confidential and proprietary
5 research, development or commercial information. The Parties agree
6 Fresh Start has a legitimate interest in protecting trade secrets, or other
7 confidential and proprietary research, development or commercial
8 information, including those which Fresh Start has been granted the non-
9 exclusive right and license to use pursuant to the Licensing Agreement.

10 The Parties agree the protections within this agreement are adequate.

11 1.3. Nature of this Stipulated Protective Order:

12 The nature of this Stipulated Protective Order is to protect Fresh Start's
13 business interests in its own intellectual property, information, and
14 processes. Furthermore, the nature of this Stipulated Protective Order is
15 to protect Fresh Start from any liabilities that arise out of the Licensing
16 Agreement. Disclosure of Fresh Start's trade secrets, confidential or
17 proprietary information or any of those referenced in the Licensing
18 Agreement, could cause irreparable and significant harm to Fresh Start,
19 Narconon International, The Association for Better Living and
20 Education, and its affiliates. This Stipulated Protective Order is intended
21 to prevent this foreseeable harm and any related unforeseeable harm.

22 1.4 Public Health & Safety Not At Issue:

23 The documents and information at issue do not involve the public health
24 and safety, a public entity, or issues important to the general public.

25 1.5 Good Faith Discovery Cooperation:

26 It is the purpose of this Stipulated Protective Order and the desire of
27 Fresh Start to make the broadest range of reasonably relevant documents
28 available to the Parties, without waiving any trade secrets, privilege, or

otherwise proprietary information, while protecting all Parties' interests', while adhering to the Licensing Agreement, and without subjecting the Parties and the Court to numerous discovery motions.

1.6 Reliance on this Agreement:

The Parties agree to limit dissemination of any documents and information as set forth in this Stipulated Protective Order and are materially relying on the representations and covenants contained within.

2.0 SCOPE, RELIANCE AND PURPOSE:

2.1 It is the purpose of this Stipulated Protective Order that Fresh Start will be provided reasonable assurance that:

2.1.1 The documents or information produced by Fresh Start will be used in this litigation and this litigation only;

2.1.2 The documents or information produced by Fresh Start will not be used for commercial purposes;

2.1.3 The documents or information produced by Fresh Start will not be used for non-litigation purposes.

2.2 Fresh Start is relying on this Stipulated Protective Order, and would not have produced the documents and information otherwise.

2.3 Fresh Start's production under this Stipulated Protective Order does not admit or concede the documents or information are relevant or admissible in this litigation.

2.4 This Stipulated Protective Order survives the end of the above-styled litigation.

2.5 The Parties agree good cause exists for this Stipulated Protective Order and for the Court to enter this Order.

2.6 Compliance with this Stipulated Protective Order will be a material term to any settlement agreement reached in this case.

1 **3.0 PRODUCTION OF DOCUMENTS:**

2 3.1 Any documents produced for inspection and made available for copying
3 in this action by any Party to this litigation or any third parties whether
4 before or after the date of entry of this Order may be designated
5 Confidential Material. Such a designation shall be made by placing a
6 watermark or legend inscribing the word “Confidential” on the face of
7 each page of each document so designated. In the event a book is
8 produced, the material shall be designated as Confidential Material by
9 placing a watermark or legend inscribing the word “Confidential” on the
10 front cover of the book. Thereafter, if any single page from the book is
11 duplicated, the individual pages shall be designated Confidential Material
12 by placing a watermark or legend inscribing the word “Confidential” on
13 each page of the document so designated.

14 3.2 Such Confidential Materials in whole or in part or in any form, and the
15 information within, may be used and disclosed solely for the preparation
16 and trial of this litigation only, including all appeals. Copies of any
17 discovery designated “Confidential” shall only be provided to parties or
18 persons as identified within this Stipulated Protective Order.

19 3.3 The Parties and their counsel agree to use reasonable efforts not to
20 disclose the information to any third person or entity whatsoever, except
21 to (the following are collectively referred to as “Qualified Person(s)”):

22 a. counsel of record in this action on behalf of a Party to this
23 litigation;

24 b. employees or agents of counsel including regularly employed
25 support staff, paralegal and clerical personnel who have a
26 direct responsibility for assisting such counsel in the
27 preparation and trial of litigation, including appeals;

28 c. outside consultants and experts and their employees or

1 agents retained by counsel or any Party to this litigation for
2 the purpose of assisting in the preparation and trial of this
3 litigation, including appeals;

4 d. the United States District Court, District of Nevada, ("the
5 Court"), and court personnel, including stenographic
6 reporters regularly employed by the Court;
7 e. stenographic or video reporters who are otherwise engaged
8 in such proceedings as are necessarily incident to the
9 conduct of this litigation;
10 f. witnesses or prospective witnesses requested by counsel to
11 give testimony or otherwise to prepare for any deposition,
12 hearing, trial or other proceeding in this litigation.

13 Any person or group of people who do not each meet the criteria
14 of a Qualified Person as defined above, shall be deemed to be a
15 "non-qualified person" or "non-qualified persons."

16 **4.0 DEPOSITIONS**

17 Deposition testimony concerning any Confidential Material shall be designated
18 as Confidential Material under the terms of this Stipulated Protective Order. The court
19 reporter shall note on the record the designation of Confidential Material and shall
20 separately transcribe those portions of the testimony so designated and shall mark the
21 face of such portion of the transcript as "Confidential Material." The Parties may use
22 Confidential Material during any deposition provided the witness is apprised of the
23 terms of this Stipulated Protective Order and executes the AGREEMENT TO BE
24 BOUND BY PROTECTIVE ORDER REGARDING CONFIDENTIAL
25 INFORMATION, attached as Exhibit "A." The Parties may use Confidential Material
26 during a deposition only if the room is first cleared of all non-qualified persons.

1 **5.0 CONTESTING THE DESIGNATION OF CONFIDENTIAL**
2 **MATERIAL**

3 In the event that any Party desires to contest the designation of any documents,
4 information, or testimony as Confidential Material, that Party shall, after requesting and
5 being denied re-designation within a timely manner, shall file an objection with the
6 Court and request a hearing on the matter. At such hearing, the Party designating the
7 information as Confidential Material shall have the burden to establish that Party's right
8 to protection of the Confidential Material. All such documents, information or
9 testimony shall be treated as Confidential Material until the Court makes a decision
10 regarding the status of the documents, information and testimony.

11 **7.0 VIEWING OF DOCUMENTS BY THIRD PARTIES:**

12 The Parties agree and acknowledge that before disclosing any Confidential
13 Material to a Qualified Person, as defined above in Section 3 of this Stipulated
14 Protective Order, the Party shall provide to the Qualified Person a copy of this
15 Stipulated Protective Order and each Qualified Person shall execute a copy of the
16 attached AGREEMENT TO BE BOUND BY PROTECTIVE ORDER
17 REGARDING CONFIDENTIAL INFORMATION. The executed copy of Exhibit
18 "A" shall be retained by the attorney who has disclosed the Confidential Material to the
19 Qualified Person.

20 **8.0 NO WAIVER BY INADVERTENT PRODUCTION:**

21 If any Confidential Material is inadvertently provided to a Discovering Party
22 without being marked as Confidential in accordance with this Order, the failure to so
23 mark the material shall not be deemed a waiver of its confidentiality, privilege, or right
24 to object.

25 **9.0 RETURN OF DOCUMENTS AT END OF LITIGATION:**

26 Within ten (10) days after the final settlement or termination of action, it is the
27 obligation of the Discovering Party to return or destroy all Confidential Material
28 provided by the Producing Party. The Discovering Party shall return or destroy all

1 Confidential Material, including all copies, notes, tapes, papers and any other medium
2 containing, summarizing, excerpting, or otherwise embodying any Confidential
3 Material, except that the Discovering Party shall be entitled to destroy, rather than
4 return (a) any Confidential Material stored in or by data processing equipment and (b)
5 work product memoranda or pleadings embodying Confidential Material, subject to
6 State Bar rules. The Discovering Party will confirm in writing to the Producing Party
7 its compliance with this Section 9.0.

8 **10.0 PHOTOCOPYING PROHIBITED BEYOND THIS LITIGATION:**

9 The Confidential Material shall not be photographed, photocopied or
10 reproduced in any manner except in preparation of this litigation.

11 **11.0 PUBLICATION PROHIBITED:**

12 The Confidential Material shall not be published or reproduced in any manner
13 on the Internet, blogs, bulletin boards, email, newspapers, magazines, bulletins, or other
14 media available publicly or privately. Likewise, persons may not verbally share the
15 Confidential Material to non-qualified persons. See order issued concurrently herewith.

16 **12.0 ALL DOCUMENTS REVEALED TO THE COURT SHALL BE**

17 **SEALED:**

18 All motions or other documents filed with the Court, if any, which reveal,
19 include, attach or make reference to any portion of the Confidential Material shall be
20 considered Confidential Material governed by the terms of this Stipulated Protective
21 Order and:

22 12.1 Filed in a sealed envelope directly with the presiding Judge.

23 12.2 Considered sealed documents until further order of the Court, if any.

24 12.3 All proceedings in connection therewith shall be conducted in chambers,
25 if allowed by the Court.

26 12.4 Any records made of such proceedings, if any, shall also be sealed.

27 **13.0 NON-WAIVER:**

28 This Stipulated Protective Order is not, and shall not be interpreted as, a waiver

1 by any Party of any right to claim in this lawsuit or otherwise, that the documents or
2 information are privileged or otherwise undiscernable.

3 **14.0 VIOLATION OF ORDER:**

4 Upon an alleged violation of this Stipulated Protective Order, the Court on its
5 own motion or on the motion of any Party may grant relief as it deems appropriate in
6 law or equity. Should any provision of this Stipulated Protective Order be struck or
7 held invalid by a court of competent jurisdiction, all remaining provisions shall remain
8 in full force and effect.

9 Dated this 10th day of December, 2014. Dated this 10th day of December, 2014.

10 LEWIS BRISBOIS BISGAARD &
11 SMITH LLP

HAMILTON LAW

12
13 By: /s/ Alayne Opie
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16 *Attorneys for Defendant Narconon Fresh*
Start dba Rainbow Canyon Retreat ("Fresh
Start")

17
18 By: /s/ Ryan Hamilton
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5125 S. Durango Drive, Suite C
Las Vegas, Nevada 89113
Attorney for Plaintiffs

19 Dated this 10th day of December, 2014.

20 SCHEPER KIM & HARRIS LLP

21
22 By: /s/ William Forman
23 David C. Scheper, CA Bar 120174
William H. Forman, CA Bar 150477
24 Greg A. Ellis, CA Bar 204478
601 W. Fifth Street, 12th Floor
25 Los Angeles, CA 90071
26 *Attorneys for Defendant Narconon Fresh*
Start dba Rainbow Canyon Retreat ("Fresh
Start")

ORDER

Based upon the foregoing Stipulation, and good cause appearing therefore,

IT IS HEREBY ORDERED that the Parties have entered into a STIPULATED PROTECTIVE ORDER governing production of documents.

5 IT IS FURTHER ORDERED that the Parties shall be bound by the Stipulated
6 Protective Order.

DATED: December 11, 2014

NANCY J. KORPE
United States Magistrate Judge

10 Respectfully submitted by:
11 LEWIS BRISBOIS BISGAARD & SMITH LLP

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18 *Attorneys for Defendant Narconon Fresh*
19 *Start dba Rainbow Canyon Retreat ("Fresh Start")*

1 EXHIBIT "A"

2 UNITED STATES DISTRICT COURT

3 DISTRICT OF NEVADA

4 GMN

5 CATHY TARR, a Virginia Citizen; and
6 MICHAEL TARR, a Florida Citizen,

CASE NO. 2:14-cv-00283-~~JCM~~-NJK

7 Plaintiffs,

8 vs.

9 NARCONON FRESH START d/b/a
10 RAINBOW CANYON RETREAT,
11 ASSOCIATION FOR BETTER
12 LIVING AND EDUCATION
13 INTERNATIONAL; NARCONON
INTERNATIONAL,

14 Defendants.

15

16 **AGREEMENT TO BE BOUND BY PROTECTIVE ORDER REGARDING**
17 **CONFIDENTIAL INFORMATION**

18 I hereby attest to my understanding that information or documents designated as
19 Confidential Material and the information contained therein are provided to me
20 pursuant to the terms and conditions and restrictions of the STIPULATED
21 PROTECTIVE ORDER entered in the above-styled case. I have been given a copy,
22 read, and understand the STIPULATED PROTECTIVE ORDER. I agree to be
23 bound by it, and consent to the personal jurisdiction of the Court that signed the
24 STIPULATED PROTECTIVE ORDER, for enforcement.

25 I further agree that I shall not disclose to others in any manner, except in
26 accordance with the STIPULATED PROTECTIVE ORDER, any Confidential
27 Material as defined in that agreement, and that such Confidential Material shall be used
28 only for the purposes of the captioned legal proceeding. I understand that the

1 unauthorized disclosure of Confidential Material could result in the violation of the
2 rights to privacy, and/or serious economic harm to the party providing the
3 Confidential Material which could continue to cause harm even after the termination of
4 that legal proceeding. I further agree and attest to my understanding that, in the event
5 that I fail to abide by the terms of that STIPULATED PROTECTIVE ORDER, I may
6 be subject to sanctions, including sanctions by way of contempt of court, imposed by
7 the Court for such failure.

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Signature

Date

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Name printed

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to FRCP 5(b), I certify that I am an employee of Lewis Brisbois
3 Bisgaard & Smith, LLP, and that on this 10th day of December, 2014, I did cause a
4 true copy of **STIPULATED PROTECTIVE ORDER** to be served via electronic
5 service by the U.S. District Court CM/ECF system to the parties on the Electronic
6 Filing System.

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By: _____ /s/ Alayne Opie _____

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